



**BERKSHIRE**  
GOLD DIRECT

## BERKSHIRE GOLD DIRECT ACCOUNT AGREEMENT

<b>Customer Name</b>		
_____	Home Delivery	IRA Account
<b>Street Address</b>		
_____		(____) _____
<b>City / State / Zip</b>		<b>Daytime Phone</b>

This purchase agreement governs all (current and future) buy/sell transaction(s) between customer whose name appears above and Berkshire Gold Direct LLC (AKA BGD), an LLC based in Irving, Texas. Customer represents his/her name and address appear above and agrees with all terms of this agreement.

1. Customers free & insured delivery is made within 10 business days of receipt cleared funds unless otherwise notified in advance of transaction for specialty items and agreed to by the customer. BGD has the option of either refunding the monies or replacing the items, if lost in transit and will do so within 60 days following the start of an investigation by USPS, Federal Express or United Parcel Service (BGD's delivery fulfillment providers.) Upon liquidation delivery and insurance is customer's responsibility.
2. Authentic Items Guarantee. Rest assured that all Berkshire Gold Direct items are 100% authentic items. Although we have never had a claim of counterfeit metals, customer agrees that any future claim shall always be made within 1 year of receiving shipment to give BGD a fair time frame to respond and that any claim must be verified by a reputable US dealer for BGD to replace or exchange an item.
3. Bullion transactions are final. However you can trade any coin with numismatic value that is damaged upon receipt for up to 25 days. Trade is on a like for like basis.
4. Like all firms BGD wants to help sell the metals you purchase from us and you are always encouraged to call us first for a quote. However it is unethical and illegal for any firm to guarantee a buyback of its products in the metals market.
5. Customer agrees that disputes shall be governed by this agreement and handled by binding arbitration with the American Arbitration Association via phone. If further actions are started the sole jurisdiction is the state of Texas and both parties agree that the party that initiates an action outside of arbitration shall be subject to both parties' legal costs.
6. Customer assumes 100% of the risk for the items decreasing/increasing in value and BGD makes no claim as to the future value of any item or whether customer will profit, nor offers any tax advice. Customers that don't hold for at least 3-5 years should conservatively not expect to hold long enough to reach a breakeven point under certain market conditions.
7. All precious metals dealers have buy/sell spreads and they vary widely at the online discount platforms, depending on the item they range from 1.5 to 27.5. BGD guarantees to beat any spread from any reputable dealer on any item with numismatic value within 3 days of the trade.
8. Precious metals fluctuate in market value and they don't produce income therefore they are not suitable investments for investors needing income. Metals can drop for long periods of time.
9. Both parties agree that reputation is important in the digital age and that both parties agree to send a certified letter to the other party allowing fair time to investigate and resolve any issues before the other makes a negative comment online and that if comments are made without due notice mentioned above. The publishing party shall pay the other party \$5000.00 per incident. We care and always want to help resolve an issue!
10. Permission to contact: Customer expressly gives Berkshire Gold Direct permission to call you at the telephone number(s) given regardless of whether your number(s) are on the National Do registry. Customer can be removed at anytime just by calling a BGD manager at 1-800.614.8221 and asking to be removed.
11. Unless both parties agree otherwise in writing, all of the terms of this purchase agreement are set forth above and shall govern this and future transactions If any provision of this Agreement is determined to be unenforceable, it shall be considered severed while the remaining terms of the Agreement remain in force.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS ACCOUNT AGREEMENT:**

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_